

REMARKS

The specification has been amended to correct the spelling of forms of “polymerize,” “sensitize” and “oxidize.” The spelling of “syringe,” “polarizers,” and “batch” has also been corrected. In addition, on page 2, line 18, “assure” has been replaced with “assures,” on page 2, line 30, “are” has been replaced with “is,” and on page 10, line 5, “made” has been replaced with “make” to correct grammar. On page 12, line 26, “one” has been changed to “on” to correct a typographical error. Finally, the first paragraph on page 13 has been corrected to include an appropriate space and period.

Claims 22, 27, 36, 38, and 39 have been cancelled without prejudice. Claims 21, 23, 28, 30-35 and 37 have been amended. Specifically, claims 21 and 37 have been amended to include the limitations of cancelled claim 22. Additional support may be found in the specification in the paragraph at the end of page 7, line 33 through page 8, line 5. Claims 23 and 28 have been amended to refer to claim 21 instead of cancelled claim 22. Claims 30-34 have been amended to recite “the walls” rather than “wall or walls” or “one or several walls.” In addition, “syringe” in claim 34 and “polymerize” and “sensitization” in claim 35 have been corrected for spelling.

A. The Rejections

Claims 21, 32, and 36-40 were rejected under 35 U.S.C. §102(b). Claims 27, 30, 31, 33-35 were rejected under 35 U.S.C. §103(a).

B. Allowable Subject Matter

The Examiner indicated in the Office Action dated November 23, 2007 that claims 22-26, 28 and 29 would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

C. Applicants' Arguments

Applicant respectfully asserts that independent claim 21 is now in condition for allowance since it includes the limitations of claim 22, which the Examiner indicated would be allowable if rewritten in independent form including all the limitations of the base claim. Claim 22 has been cancelled. Claims 23-26 depend from claim 21, thus, are also in condition for allowance. Claim 27 has been cancelled. Claims 28-35 also depend from claim 21, thus, are in condition for allowance. Claim 36 has been cancelled.

Applicant respectfully asserts that independent claim 37 is also in condition for allowance since it contains limitations similar to that of cancelled claim 22, which the Examiner stated, contains allowable subject matter not disclosed by the references. For example, anticipation under 35 U.S.C. § 102 requires showing the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. Lindemann Maschinenfabrik GMBH v. American Hoist & Derrick, 221 U.S.P.Q. 481, 485 (Fed. Cir. 1984). In this case, the Examiner contends that U.S. Patent Publication No. 20020063839 of Matsumoto (hereafter “Matsumoto”) discloses the elements of claim 37. However, the Applicant respectfully asserts that Matsumoto fails to teach, or even suggest, each and every element of claim 37. For example, Matsumoto does not teach or suggest a front and back substrate “being joined by a sealing joint...the sealing joint being formed by a filling channel defined by an inner wall and an outer wall...wherein the outer wall surrounds the inner wall, said filling channel being intended to be filled with a sealing material until the entire volume of said filling channel is occupied, wherein at least one hole communicating with the filling channel and for feeding the sealing material is made in one of the substrates.”

Claim 40 depends from claim 37 and, thus, is also in condition for allowance.

CONCLUSION

In view of the present amendment, Applicant respectfully asserts that claims 21, 23-26, 28-35, 37 and 40 are in condition for allowance and a prompt notice of allowance is earnestly solicited.

The below-signed attorney for applicant welcomes any questions.

Respectfully submitted,

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